10-9-09

ATTN: PSC.

Ard's Airport Shutthe Robert Arch.

## AFFIDAVIT OF TRUTH

October 8, 2009

To: DALLAS BALL, D.B.A..

FROM: Thomas C. Ard/Robert E. Ard, Injured Parties and owner of Ard's Airport Limo/Shuttle Service

This Affidavit is declared in commerce as the truth, the whole and nothing but Truth.

Facts to be declared are as follows:

- 1. Ard's Airport Shuttle has met all required regulation spelled out in PSC rule and regulations. We carry, the required insurance, tags and lettering on our vehicles for hire.
- 2. As per my conversation with Mr. Ball he has stated his main concern is to change the laws in order to put Limo drivers out of business.
- 3. Mr. Ball also stated that he has a strong dislike for the Ard's and has had nothing but contempt for the Ard family due to our demanding our God given rights to operate fairly in commerce.
- 4. When asked why he felt such strong dislike, he basically stated the competition is a nuisance to his drivers.
- 5. There is no evidence that Ard Airport Shuttle/ Limo Service is in violation of any ordinance, rule or regulation.
- 6. The fact of the matter is, shuttles have been renamed and been a service to the Airport for over 30 yrs.
- 7. We carry the proper tags and insurance, we have been inspected annually by the PSC and the City of Columbia, not to mention the Airport inspections.
- 8. As far as our qualification we maintain a business of honor and integrity.
- 9. We have quite a bit of regular customers and contracts that meet all the above-mentioned Regulatory agencies.
- 10. Mr. Ball's only argument is with the proper functioning of the term shuttle.
- 11. In our conversation he strongly made mention of the and quote "THE ARD'S HAVE A REPUTATION FOR BEING CROOKED AND ARNERY IN THEIR DEALINGS WITH PASSENGERS AND OTHER CLASS C CHARTERED OPERATORS, "TAXI DRIVER"
- 12. Mr. Balls only concern is to keep his drivers making money in these hard time and will do anything to TURN the facts around to make it look like there is wrong doing on the Ard's part. This is untrue and deserves to be strongly looked into by the Barr Assoc. and the PSC.

13.1 as a prominent businessman with interest in my community will see to it that Ballas Ball Jr. Be investigated by every agency that governs attorneys in the state of South Carolina.

14. When Mr. Ball contacted me, by phone he made strong reference to what he

considers a Limo to be, but left out everything that it is.

15. I declare as an injured party in this matter that Mr. Ball's only concern is, and if he would read the regulations correctly he would see his argument is immaterial and circumstantial and without merit. Any one doing business in commerce can negotiate business in person, in private, on the phone, fax, Internet.

16. If the contract is verbal or in writing weather it takes one second or one day or one week or one month, it is a lawful contract between the two or more parties.

17. Ard's Airport Shuttle is in compliance with the airport rules and regulation and the city of Columbia. We do not charge taxi rates only what the airport and the PSC allows. In all actuality we are cheaper and more economical than taxi's

18. As far as Mr. Balls argument goes there is none. Just a greedy self-absorbed man who only wants more than his share, this is a fact based on our conversation.

19. The way the system of operation goes at the Airport we have first hand knowledge witnesses to the fact that the Airport concurs with our standing as LAW ABIDDING CLASS C CHARTERED LIMOSINE DRIVERS.

I Robert E. Ard does hear by declare these Truth's and deliver it by fax and certified mail to all parties involved. Thanks for your considerations

Robert E. Ard, an Injured Party

PO BOX 582

GILBERT, SC 29054

CC:

Dallas Ball Jr. owner of Checker Yellow Cab Co. Charles L.A. Terreni Chief Clerk of PSC Jeff Nelson, Office of Regulatory Staff George Parker Transportation Manager for ORS

Mr. Commission Expires April 28, 2015 My Commission Expires

SEAL: